

**SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS**
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER

PAGE 1 OF 42

2. CONTRACT NO.

3. AWARD/EFFECTIVE  
DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER  
HQMBR0701

6. SOLICITATION ISSUE  
DATE 11/14/2006

**7. FOR SOLICITATION  
INFORMATION CALL:**

a. NAME  
Marilyne A. Brooks

b. TELEPHONE NUMBER (No collect  
calls) (202) 606-6981 ext.

8. OFFER DUE DATE/ 11/30/2006  
LOCAL TIME 4:00 pm

9. ISSUED BY

CODE 60400

Office of Procurement Services  
Corporation for National and Community Service  
1201 New York Avenue, NW

Washington, DC 20525

TEL: (202) 606-5000 ext.

FAX: (202) 565-2804 ext.

10. THIS ACQUISITION IS

☒ UNRESTRICTED

☐ SET ASIDE: 0.00% FOR

☐ SMALL BUSINESS

☐ HUBZONE SMALL  
BUSINESS

☐ 8(A)

NAICS: 621111

SIZE  
STANDARD: 5,000,001-10,000,000

11. DELIVERY FOR  
FOB DESTINATION  
UNLESS BLOCK IS  
MARKED

☐ SEE SCHEDULE

12. DISCOUNT TERMS

10 days %  
20 days %  
30 days %  
days %

☐ 13a. THIS CONTRACT IS A RATED  
ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO

CODE 60400

Office of Procurement Services  
Corporation for National and Community Service, 1201 New York Avenue, NW

Washington, DC 20525

Attn: Marilyne A. Brooks

16. ADMINISTERED BY

CODE 60400

Office of Procurement Services  
Corporation for National and Community Service, 1201 New York Avenue, NW

Washington, DC 20525

17a. CONTRACTOR/  
OFFEROR

CODE

FACILITY  
CODE

No Contractor Information Available

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN  
☐ OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK  
BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED  
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ COPIES  
☐ TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS  
SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS  
SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER  
☐ DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5),  
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH  
HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

Bret Allan Zieman

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
37. CHECK NUMBER				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		
		42d. TOTAL CONTAINERS		

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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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The Government is notifying the vendor that the number of members may fluctuate by + or - 25% during any contract year.

0001	PHYSICAL EXAMINATION NCCC CAMPUS	0.00		\$ _____	\$ _____
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(01/01/2007 to 01/30/2007)

BASE YEAR

\_\_\_\_\_ (Insert Name of Campus you are Proposing)

0001AA	TRAINING PERIOD I (JAN 07) EXAMINATION UNDER PHASE I - ALL CAMPUSES	0.00	est	\$ _____	\$ _____
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(01/01/2007 to 01/30/2007)

BASE YEAR

0001AB	TRAINING PERIOD 1 (JAN 07) EXAMINATION UNDER PHASE II - ALL CAMPUSES	0.00	est	\$ _____	\$ _____
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(01/01/2007 to 01/30/2007)

BASE YEAR

0001AC	TRAINING PERIOD II (SEPT 07) EXAMINATION UNDER PHASE I - NW CAMPUS ONLY	0.00	est	\$ _____	\$ _____
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(09/01/2007 to 09/30/2007)

BASE YEAR

0001AD	TRAINING PERIOD II (SEPT 07) EXAMINATION UNDER PHASE II - NW CAMPUS ONLY	0.00	est	\$ _____	\$ _____
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(10/01/2007 to 10/31/2008)

BASE YEAR

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0002	PHYSICAL EXAMINATION NCCC CAMPUS  (01/01/2008 to 01/30/2008)  OPTION YEAR ONE  _____ (Insert Name of Campus you are Proposing)		0.00	NTE	\$ _____	\$ _____ OPTION PERIOD
0002AA	TRAINING PERIOD I (JAN 08) EXAMINATION UNDER PHASE I - ALL CAMPUSES  (01/01/2008 to 01/30/2008)  OPTION YEAR ONE		0.00	est	\$ _____	\$ _____ OPTION PERIOD
0002AB	TRAINING PERIOD I (JAN 08) EXAMINATION UNDER PHASE II - ALL CAMPUSES  (01/01/2008 to 01/31/2008)  OPTION YEAR ONE		0.00	est	\$ _____	\$ _____ OPTION PERIOD
0002AC	TRAINING PERIOD II (SEPT 08) EXAMINATION UNDER PHASE I - NW CAMPUS ONLY  (09/01/2008 to 09/30/2008)  OPTION YEAR ONE		0.00	est	\$ _____	\$ _____ OPTION PERIOD
0002AD	TRAINING PERIOD II (SEPT 08) EXAMINATION UNDER PHASE II - NW CAMPUS ONLY  (10/01/2008 to 10/31/2008)  OPTION YEAR ONE		0.00	est	\$ _____	\$ _____ OPTION PERIOD

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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0003	PHYSICAL EXAMINATION NCCC CAMPUS  (01/01/2009 to 01/30/2009)  OPTION YEAR TWO  _____ (Insert Name of Campus you are Proposing)		0.00		\$ _____	\$ _____ OPTION PERIOD
0003AA	TRAINING PERIOD 1 (JAN 09) EXAMINATION UNDER PHASE I - ALL CAMPUSES  (01/01/2009 to 01/30/2009)  OPTION YEAR TWO		0.00	est	\$ _____	\$ _____ OPTION PERIOD
0003AB	TRAINING PERIOD 1 (JAN 09) EXAMINATION UNDER PHASE II - ALL CAMPUSES  (01/01/2009 to 01/30/2009)  OPTION YEAR TWO		0.00	est	\$ _____	\$ _____ OPTION PERIOD
0003AC	TRAINING PERIOD II (SEPT 09) EXAMINATION UNDER PHASE I - NW CAMPUS ONLY  (09/01/2009 to 09/30/2009)  OPTION YEAR TWO		0.00	est	\$ _____	\$ _____ OPTION PERIOD
0003AD	TRAINING PERIOD II (OCT 09) EXAMINATION UNDER PHASE II - NW CAMPUS ONLY  (10/01/2008 to 10/31/2008)  OPTION YEAR TWO		0.00	est	\$ _____	\$ _____ OPTION PERIOD

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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0004	PHYSICAL EXAMINATION NCCC CAMPUS  (01/01/2010 to 01/30/2010)  OPTION YEAR FOUR _____ (Insert Name of Campus you are Proposing)		0.00		\$ _____	\$ _____ OPTION PERIOD
0004AA	TRAINING PERIOD 1 (JAN 09) EXAMINATION UNDER PHASE I - ALL CAMPUSES  (01/01/2010 to 01/31/2010)		0.00	est	\$ _____	\$ _____ OPTION PERIOD
0004AB	TRAINING PERIOD 1 (JAN 09) EXAMINATION UNDER PHASE II - ALL CAMPUSES  (01/01/2010 to 01/30/2010)		0.00	est	\$ _____	\$ _____ OPTION PERIOD
0004AC	TRAINING PERIOD II (SEPT 10) EXAMINATION UNDER PHASE I - NW CAMPUS ONLY  (09/01/2010 to 09/30/2010)		0.00	est	\$ _____	\$ _____ OPTION PERIOD
0004AD	TRAINING PERIOD II (SEPT 10) EXAMINATION UNDER PHASE II - NW CAMPUS ONLY  (10/01/2010 to 10/30/2010)		0.00	est	\$ _____	\$ _____ OPTION PERIOD

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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0005	PHYSICAL EXAMINATION NCCC CAMPUS		0.00		\$ _____	\$ _____ OPTION PERIOD
	_____ (Insert Name of Campus you are Proposing)					
0005AA	TRAINING PERIOD 1 (JAN 11) EXAMINATION UNDER PHASE I - ALL CAMPUSES	(01/01/2011 to 01/30/2011)	0.00	est	\$ _____	\$ _____ OPTION PERIOD
	OPTION YEAR FOUR					
0005AB	TRAINING PERIOD 1 (JAN 11) EXAMINATION UNDER PHASE II - ALL CAMPUSES	(01/01/2011 to 01/30/2011)	0.00	est	\$ _____	\$ _____ OPTION PERIOD
	OPTION YEAR FOUR					
0005AC	TRAINING PERIOD II (SEPT 11) EXAMINATION UNDER PHASE I - NW CAMPUS ONLY	(09/01/2011 to 09/30/2011)	0.00	est	\$ _____	\$ _____ OPTION PERIOD
	OPTION YEAR FOUR					

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
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0005AD	TRAINING PERIOD II (OCT 11) EXAMINATION UNDER PHASE II - NW CAMPUS ONLY	(10/01/2011 to 10/30/2011)	0.00	est	\$	\$
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OPTION  
PERIOD



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## COMMERCIAL CLAUSES

1 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

JANUARY  
2006

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements

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preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

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- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

## 2 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

Clause	Title	Date
52.212-03	Offeror Representations And Certifications - Commercial Items.	March 2005

## 3 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS SEPTEMBER 2005

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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(g) Invoice. The contractor will invoice at the completion of each phase.

A. The AmeriCorps\*NCCC liaison for the applicable campus, during the examination process, will ensure that all physical examination services are documented on a billing spreadsheet. The spreadsheet should be agreed upon by both parties prior to starting examinations. After all examinations are completed, a copy of the spreadsheet will be submitted to the applicable campus agency for verification by both the AmeriCorps\*NCCC liaison.

B. The liaison will initial the cover page of the billing spreadsheet (complete with member signatures) then be forwarded to the applicable Deputy Director for payment processing through the Headquarters Office in Washington DC.

C. The invoice shall reflect the rates agreed to on the "Price Schedule" of the order. All rates quoted shall be inclusive of all components of the examination process and reflect fees of third parties, if necessary; and all other fees associated with the process.

D. This information will be organized by campus. (The bidder should feel free to propose the best way to present this information. The point is to capture all the information relevant to the payment.)

(1) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(2) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(3) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(4) Payments under the contract will be made by wire transfer through the Treasury Financial Communications System, at the option of the Government.

(5) The Contractor shall furnish the following information to the Contracting Officer within ten (10) days of award to facilitate contract payments:

(A) Full name (where practicable), title, telephone number, and complete mailing address of responsible official to whom check payments are to be sent.

(B) The following bank accounting information required to accomplish wire transfers:

(i) Name of the receiving bank.

(ii) City and State of the receiving bank.

(iii) American Bankers Association (ABA) nine-digit identifier of the receiving bank.

(C) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

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(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-05; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

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(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

4	52.212-05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS	FEBRUAR Y 2006
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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995, with Alternate I (OCT 1995) (41U.S.C. 253g and 10 U.S.C. 2402).

     (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).

     (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

     (4)[Reserved]

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- \_\_\_ (ii) Alternate I (MAR 1999) of 52.219-5.
- \_\_\_ (iii) Alternate II (JUNE 2003) of 52.219-5.
- \_\_\_ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.
- \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.
- \_\_\_ (6) (i) 52.219-7 Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.
- \_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (JULY 2005) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- \_\_\_ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- \_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- \_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- \_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- \_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).



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\_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (23) 52.225-1, Buy American Act—Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (JAN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

X (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

X (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

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(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JULY 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241 (b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

5      52.204-09      PERSONAL IDENTITY VERIFICATION OF CONTRACTOR  
PERSONNEL.      JANUARY  
2006

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.(End of clause)

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## SECTION A -- SOLICITATION/CONTRACT FORM

### A.1 GENERAL INFORMATION

Section L of this solicitation contains important information about the preparation of proposals for this procurement. Offerors are expected to examine the schedule and all instructions and to furnish the information required by this RFP.

### A.2 CONTRACT TYPE/PERIOD OF PERFORMANCE

As a result of this solicitation, the Government will award a Fixed Price order based on Not-to Exceed estimate quantities. The anticipated period of performance for this contract is, a base period of one-year; with four, one-year options for a total contract period including extensions not to exceed five-years and six-months from date of award as indicated on the SF1449, Block 3.

### A.3 ISSUING OFFICE

This RFP is issued by the Office of Procurement for the Corporation for National and Community Service, (CNCS) which is the only point of contact for this procurement. Proposals and any inquiries concerning this solicitation must be submitted in writing to the following:

Corporation for National Service  
Office of Procurement  
Attn: Marilyne A. Brooks, 8403-A  
1225 New York Ave., NW  
Washington, DC 20525

All proposals MUST be labeled as follows:

Mailroom: DO NOT OPEN (RFP HQMBR0701)  
Deliver Directly to 8403-A

Proposals which are hand-carried should be delivered DIRECTLY to 8403-A.

### A.4 RECEIPT OF PROPOSALS AND LATE SUBMISSIONS

Proposals, including modifications, received at the issuing office after the closing date and time specified on the cover page of this solicitation will be considered as late submissions and will be handled accordingly.

As used in the referenced FAR provision entitled "Late Submissions, Modifications, and Withdrawals of Proposals", the term mail does not include materials sent by means of express delivery services other than the U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee. Proposals submitted by means of express delivery services other than the U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee will be considered the same as hand-carried submissions.

### A.5 INQUIRIES

Inquiries concerning any areas which, in the offeror's opinion, require clarification or correction must be submitted in writing to the issuing office no later than November 22, 2006, 2:00PM EST. The Government will issue responses via an amendment no later than November 29, 2006.

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## SECTION B -- SUPPLIES OR SERVICES AND PRICES

### B.1 OPTION TO EXTEND THE TERM OF THE CONTRACT

#### OPTION TO EXTEND THE TERM OF THE CONTRACT

This contract is renewable, at the option of the Government, by the Contracting Officer giving written notice at least five (5) calendar days prior to contract expiration; provided that preliminary notice of the Government's intention to renew has been given at least sixty (60) calendar days prior to contract expiration. (Such preliminary notice will not be deemed to commit the Government to renew). If the Government exercises this option, the contract as renewed shall be deemed to include this provision as well as all other provisions, schedules and rates set forth in this contract and attachments. However, the total duration of this contract shall not exceed five-years and six-months from date of award as indicated on the SF1449, Block 3.

### B.2 SCOPE OF CONTRACT

The Contractor shall provide all labor, materials, equipment and facilities, except as elsewhere stipulated, to perform evaluations and all related activities in accordance with Section C.

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF WORK

1. **HISTORY:** AmeriCorps\*NCCC is a residential national service program operated by the Corporation for National and Community Service. The AmeriCorps\*NCCC mission is to strengthen communities and develop leaders through team-based national and community service. Built on the legacy of the Civilian Conservation Corps of the 1930s, AmeriCorps\*NCCC is premised on the belief that civic responsibility is an inherent duty of all citizens and that national service can effectively solve local problems while providing opportunities to learn practical skills and engender a life-long commitment of service to others. The AmeriCorps\*NCCC mission is accomplished through the engagement of young people ages 18 - 24 in team based service on projects in local communities throughout designated regions of the country.

2. **SERVICE NEED:** AmeriCorps\*NCCC's campuses need a medical service provider for annual physical exams for new volunteers (referred to as members throughout this document.). The Western Region Campus (Sacramento, CA) has two different start dates-fall and winter. AmeriCorps\*NCCC requires a contractor in each location for the specified period to conduct physical exams of members.

3. **GENERAL:** Our program is rigorous with several essential work functions that make it necessary to assess each member's fitness to perform safely in the program. A physical examination is required to determine overall health and a baseline health status of each member. All exams will be done on-site at a location within a one-hour commute of the respective campus.

4. **CAMPUSES:** NCCC campuses are currently based at three sites in Sacramento, CA; Denver, CO; and Perry Point, MD in 2007.

A. The Central Region campus is located at 3001 South Federal Blvd, Denver, CO., 80236, and serves local community projects, as well as projects in the states of CO., IA., IL., IN., KS., MO., MN., MI., NE., MT., NM., ND., OK., SD., TX., WI., and WY. In case of disaster relief (i.e. Florida hurricanes, forest fires), members may be sent to other state locations.

B. The Western Region campus is located at 3427 Laurel Street, McClellan, CA., 95652, and serves local community projects, as well as projects in the states of CA., HI., ID., NV., OR., UT., WA., and AZ. In case of disaster relief (i.e. Florida hurricanes, forest fires), members may be sent to other state locations.

C. The Northeast Region campus is located at VA Medical Center, Bldg 15, Perry Point, MD 21902, and serves local community projects, as well as projects in the states of CT., DE., ME., MD., MA., NH., NJ., NY., RI., VT., OH., PA., VA., and WV. In case of disaster relief (i.e. Florida hurricanes, forest fires), members may be sent to other state locations.

#### 5. EXAM LOCATIONS:

A. **CENTRAL REGION CAMPUS (Denver, CO):** From January 3 through January 30, 2007 approximately 315 members (male and female) will arrive on the Central Region Campus with the understanding that each will have to take a physical examination similar to a pre-employment screening upon program entry.

B. **WESTERN REGION CAMPUS (Sacramento, CA):** From January 3 through January 30, 2007 approximately 315 members (male and female) will arrive on the Western Region Campus with the understanding that each will have to take a physical examination similar to a pre-employment screening upon program entry.

C. **NORTHEAST REGION CAMPUS (Perry Point, MD):** From January 3 through January 30, 2007 approximately 265 members (male and female) will arrive on the North-East Region Campus with the understanding that each will have to take a physical examination similar to a pre-employment screening upon program entry.

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6. EXAMS (PHASE I & II): The physical exams will be conducted during two phases and includes several component parts in addition to a 10 panel drug test and "PPD tests" for tuberculosis and Tetanus/diphtheria (Td) immunization. All medical attention and related services shall comply with current federal regulations including, but not limited to, applicable HIPPA rules, regulations and/or laws.

A. CENTRAL REGION CAMPUS (Denver, CO):

Phase I: On January 3, 2007, approximately 34 team leaders arrive on campus. Physical examinations should be conducted at a mutually agreed location or at the provider's facility on January 4, 2007.

Phase II: On January 30, 2007 approximately 280 additional members will arrive on campus. Physical examinations will be conducted at the provider's facility on February 1, 2 and 3, 2007. Sufficient medical personnel must be provided to ensure adequate timely processing of approximately 100 members each day.

B. WESTERN REGION CAMPUS (Sacramento, CA):

Phase I: There will be no phase I for the team leaders for the base year. Option years timeline may be redefined at a later date. The services will be required and coordinated with the provider.

Phase II: On January 9, 2007 approximately 140 additional members will arrive on campus. The physical examination will be completed at the provider's facility on January 11 and 12. Sufficient medical personnel must be provided to ensure the adequate, timely processing. If the provider is not able to process the 140 in one day then the two days required are January 11 and 12.

SEPT/OCT

Phase I: On approximately September 1, 2007, approximately 35 team leaders arrive on campus. Physical examinations should be conducted at a mutually agreed location or at the provider's facility on a date TBD.

Phase II: On approximately October 1, 2007 approximately 280 additional members will arrive on campus. Physical examinations will be conducted at the provider's facility on a date TBD. Sufficient medical personnel must be provided to ensure adequate timely processing of approximately 100 members each day.

C. NORTHEAST REGION CAMPUS (Perry Point, MD):

Phase I: On January 3, 2007, approximately 27 team leaders arrive on campus. We would like to arrange for a physical examination at a mutually agreed location, at the provider's facility on January 4, 2007.

Phase II: On January 30, 2007 approximately 213 additional members arrive on campus. We would like to arrange for a physical examination at the provider's facility on February 1, 2 and 3. We are requesting sufficient medical personnel be provided to insure the adequate, timely processing of approximately 100 members each day.

NOTE: OPTIONS YEARS: Phase I and II will occur at approximately the same time on each year.

7. ADDITIONAL "TESTING" ITEM(s):

A. Drug testing results must be provided within 24 hours of the last test unless the test is on a weekend, then 72 hours is appropriate. TB PPD skin tests are to be read within 48-72 hours following the application. Medically trained personnel will read and evaluate the members TB skin results.

B. Because of the type of projects and areas where members serve the cost of providing Tetanus/diphtheria (Td) immunization should be part of the cost of the examination process.

C. If members have medical conditions considered dangerous to their health if left untreated (e.g. previously unknown glucosuria or proteinuria, hypertension, possibility of malignancy, or any other defect that may jeopardize the Corps Member's health),

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physicians will inform them orally of the problem and advise them to seek medical attention. The physician will document the findings and notify the NCCC staff liaison.

D. The requirements of the provider to perform the physical examination process are as follows:

- 1) All medical providers (Doctors--M.D. and D.O.; Physician Assistants; Nurse Practitioners) performing or overseeing the performance of the physical examinations must have current, appropriate professional licenses to perform medical and other related services.
- 2) If Certified Physician Assistants and/or Certified Nurse Practitioners are utilized, an Internal Medicine Physician and/or Family Practitioner must also be on the premises performing or overseeing the performance of the medical examinations.
- 3) When the examining physician is of the opposite sex or when a member requests it, same-sex chaperones must be provided. Approximately 65% of members are female and 35% are male therefore, it is important that a sufficient number of female chaperones be made available.

#### 8. THE SCOPE OF THE PHYSICAL EXAMINATIONS:

- A. A medical provider in a private one-on-one session will examine the mouth, eyes, lymph nodes, lungs, heart, breasts (females only), abdomen, and/or inguinal hernia/testicular exam (males only) of each member.
- B. Dental review (determine acceptability only)
- C. Urine-albumin and sugar (reagent strips)
- D. Urine pregnancy tests (all females)
- E. Ortho/Neuro (excluding a duck-walk) exam. **Omit** Ortho/Neuro exams for pregnant females.
- F. Height and weight recording
- G. Hair and eye color recording
- H. Blood pressure and pulse recording
- I. Vision, color vision and depth perception reading and recording.
- J. Hearing: Visualize the tympanic membrane. Perform the audiogram in a quiet setting.
- K. Tuberculosis testing (PPD)
- L. 10 panel drug screening, with GCMS confirmation testing for positive results and a Medical Review Officer (MRO). The drugs to be screened are:
  - \* Opiate Metabolites
  - \* Cocaine Metabolites
  - \* Amphetamines
  - \* PCP (Phencyclidine)
  - \* Cannabis/THC
  - \* Benzodiazepines
  - \* Barbiturates
  - \* Methadone
  - \* Methaqualone
  - \* Propoxyphene
- M. Physician recommendations for follow-up, as needed.

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N. DOCUMENTATION OF FINDINGS:

- 1) Provider's physicians and technicians will document all findings on an agreed upon medical form that will be placed in the member's medical chart to address the component parts of the physical examinations.
2. The physician will document if the examined member has any abnormalities that may preclude him/her from participating in rigorous physical activity and/or performing in the AmeriCorps\*NCCC program.
- 3) The provider will give the documented charts to AmeriCorps\*NCCC personnel, identified as the AmeriCorps\*NCCC Liaison.

9. OTHER RESPONSIBILITIES OF THE PROVIDER:

1. GENERAL RESPONSIBILITIES:

- 1) To review the AmeriCorps Medical/Mental Health Information Form on all members prior to the examination. Forms will be provided by the government to the contractor at least one week in advance of the exam.
- 2) To follow the prescribed Physical Examination for AmeriCorps\*NCCC members as described in the statement of work. The physical exam elements will not exceed those mentioned in the scope of work and be consistent for both the team leaders and members.
- 3) To ensure injured or acutely ill members receive emergency medical treatment in the event of such emergency during their course of stay at the provider's facility. After applying measures necessary to sustain life and to reduce the possibility of further injury, the providers' staff will, if necessary, call an ambulance. All such cases will be reported immediately to the AmeriCorps\*NCCC Liaison.

B. EQUIPMENT, SUPPLIES AND FACILITIES:

The provider will provide all labor, equipment, and supplies necessary to perform all services (including patient gowns and drapes). Member's privacy must be maintained and adequate space must be provided in the performance of all services.

C. THIRD PARTIES:

It is recognized that some services such as laboratory testing for drug screens may be sub-contracted out by the contractor. All sub-contracted facilities must be properly credentialed to provide the service. The contractor must include all costs associated with third party examination requirements within the costs associated on the "Price Schedule" of the order.

D. RESPONSIBILITIES OF THE PARTIES:

There will be two parties to carry out the terms of this procurement. The parties are: The medical provider and AmeriCorps\*NCCC.

Medical Provider:

- 1) The medical provider will ensure the completion of the following components: the examination, the assessment, and all documentation.
- 2) The medical provider must identify a representative with contract signature authority and a contact person who will be responsible for coordinating the examination process, and have sufficient qualified medical personnel to complete the process in a manner consistent with industry-acceptable quality assurance standards.

AmeriCorps\*NCCC:

- 1) AmeriCorps National Civilian Community Corps (AmeriCorps\*NCCC) will be responsible for identifying the members, providing the medical files and transporting members to and from the examination during both Phase I and II.



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2) The AmeriCorps\*NCCC liaisons are:

- a. CENTRAL REGION CAMPUS: Ray Terlaje, Deputy Director, will have signature authority for the invoice. Jamie Brennan, counselor, will serve as the AmeriCorps\*NCCC liaison.
- b. WESTERN REGION CAMPUS: Keith Caudel, Deputy Director, will have signature authority for the invoice. Debbie Creamer, counselor, will serve as the AmeriCorps\*NCCC liaison.
- c. NORTHEAST REGION CAMPUS: LaQuine Roberson, Deputy Director, will have signature authority for the invoice. Carolyn Jenkins, counselor, will serve as the AmeriCorps\*NCCC liaison.

10. PROCESS FOR ALL BILLING:

- A. The AmeriCorps\*NCCC liaison for the applicable campus, during the examination process, will ensure that all physical examination services are documented on a billing spreadsheet. The spreadsheet should be agreed upon by both parties prior to starting examinations. After all examinations are completed, a copy of the spreadsheet will be submitted to the applicable campus agency for verification by both the AmeriCorps\*NCCC liaison.
- B. The liaison will initial the cover page of the billing spreadsheet (complete with member signatures) then be forwarded to the applicable Deputy Director for payment processing through the Headquarters Office in Washington DC.
- C. The invoice shall reflect the rates agreed to on the "Price Schedule" of the order. All rates quoted shall be inclusive of all components of the examination process and reflect fees of third parties, if necessary; and all other fees associated with the process.

11. RESPONDING TO THE REQUEST FOR PROPOSAL (STATEMENT OF WORK):

In general all responses must reflect the following:

- A. Pertinent Contact Information:
  - 1) What campus the offeror's proposal will serve;
  - 2) The offeror's DUNS # and TAX ID #
  - 3) Name, address, telephone number and contact person of the agency.
  - 4) Name, title of the person with signature authority and address if different from the agency address
- B. Examination Facility:
  - 1) Size of the facility, indicating the number of private examination rooms and waiting room space, at the provider's facility.
  - 2) Location--physical Address and name of facility)
- C. Medical Personnel - Statement of Capability:
  - 1) The number of medical personnel that will be used to complete the medical examination for PHASE I and PHASE II for the respective campus that the provider is submitting a proposal for services.
  - 2) Capability to process applicable members for their respective campus location as described in the statement of work within the maximum 12-hour day during Phase I and II.
  - 3) List the licenses and certifications for all medical personnel and facilities involved in the physical examinations.

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4) Names and addresses of any third parties proposed as a part of the submission.

D. Exam Process - Equipment Identification

- 1) Response to all components of "The Scope of Physical Examinations" section of the Statement of Work.
- 2) Identify the type of equipment to be used for the vision and hearing tests.
- 3) Describe the drug testing process including names of third parties, if necessary.
- 4) Explain the process to complete the PPD Tuberculosis test, i.e., recommendation as to when and where testing and reading results will occur.

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SECTION D -- PACKAGING AND MARKING

D.1 NOT APPLICABLE

NOT APPLICABLE

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## SECTION E -- INSPECTION AND ACCEPTANCE

### E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

Clause	Title	Date
52.246-04	Inspection Of Services- Fixed Price	August 1996

### E.2 INSPECTION AND ACCEPTANCE

The COTR will approve and/or accept all work provided by the Contractor written or otherwise. Payment will not be made for work deemed unacceptable by the COTR.

### E.3 EVALUATION AND ACCEPTANCE

Evaluation and acceptance shall be performed by the Contracting Officer or the Contracting Officer's Technical Representative (COTR) or other such persons as may be designated in writing by the Contracting Officer. Evaluation and acceptance shall take place at the point of Corporation for National Service, 1225 New York Ave., N.W., Washington D.C.

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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 PERIOD OF PERFORMANCE

The term of this contract is for a base period of one-year; with four, one-year options for a total contact period including extensions not to exceed five-years and six-months from date of award as indicated on the SF 1449, Block 3.

If the Government elects to exercise the first priced option period under the contract in accordance with B.1., the option term shall be from the last day of the base year , plus one day through December 31, 2008.

If the Government elects to exercise the second priced option period under the contract in accordance with B.1., the option term shall from the last day of option year one, plus one day through December 31, 2009.

If the Government elects to exercise the third priced option period under the contract in accordance with B.1., the option term shall from the last day of option year two, plus one day through December 31, 2010.

If the Government elects to exercise the fourth priced option period under the contract in accordance with B.1., the option term shall from the last day of option year three, plus one day through December 31, 2011.

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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 CONTRACTING OFFICER'S AUTHORITY

#### CONTRACTING OFFICER'S AUTHORITY

A) The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and, notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

B0 In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Technical Representative identified in the Contract, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and conditions.

### G.2 COTR DESIGNATION AND AUTHORITY

#### COTR DESIGNATION AND AUTHORITY

A) The Contracting Officer's Technical Representative (COTR) designated for this contract this contract is TBD.

B) The COTR is responsible for administering the performance of work under this contract. IN NO EVENT, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

C) The COTR may give technical direction to the Contractor which fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to facilitate the Contractor's compliance with the contract. To be valid, technical direction by the COTR:

1. must be issued in writing consistent with the general scope of work set forth in this contract;
2. may not constitute new assignment of work nor change be expressed terms, conditions or specifications of this contract; and
3. shall not constitute a basis for any increase in the contract estimated cost, or extension to the contract delivery schedule

D) In the event any Government technical direction is interpreted by the Contractor to fall within the clause of this Contract entitled "Changes", the Contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within ten (10) working days after the Contractor's receipt of such direction. Such notice shall:

1. include the reasons upon which the Contractor bases its belief that the technical direction falls within the purview of the "Changes" clause; and
2. include the Contractor's best estimate as to the revision of the current estimated cost, fee, performance time, delivery schedules or any other contractual provision that would result from implementing the COTR's technical direction.

E) If, after reviewing the information presented by the Contractor, the Contracting Officer is of the opinion that such direction is within the purview of the "Changes" clause and considers such change desirable, a unilateral direction will be issued to the Contractor

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to proceed pursuant to the authority granted under that clause. If a determination is made that such direction is technical direction authorized by this schedule clause, the Contractor will be directed to proceed with the implementation of such technical direction.

F) In the event a determination is made that it is necessary to avoid a delay in performance of the Contract, the Contracting Officer may direct the Contractor to proceed with the implementation of the technical direction pending receipt of the information to be submitted by the Contractor. Should the Contracting Officer later determine that Change direction is appropriate, the written direction issued hereunder shall constitute the required Change direction.

G) Failure of the Contractor and the Contracting Officer to agree on whether Government direction is technical direction or a Change within the purview of the "Changes" clause shall be a dispute concerning a question of fact within the meaning of the Clause of the General Provision entitled, "Disputes".

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 LIABILITY INSURANCE

The Contractor warrants that insurance coverage (currently in force) exists in the following areas and in amounts not less than those specified below:

If the contractor has alternative coverage or is self insured it must be presented with the original offer/proposal.

Type Insurance	Per Person	Property	Coverage Per Accident
1. Comprehensive General Liability	\$500,000	\$500,000	\$1,500,000
2. Automobile	\$500,000	\$500,000	\$1,000,000

3. Workman's Compensation - As required by law at the job site.

The Comprehensive general and automobile liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

The contractor shall file with the Contracting Officer prior to beginning performance under this contract, a certificate of insurance evidencing the above coverage.

The Contractor shall provide to the Contracting Officer within five (5) days after occurrence, notice of cancellation of or reductions below the above cited amounts of any insurance coverage related to this requirement.

The Contractor warrants that such insurance coverage for all subcontractors who will work at any of the sites of performance does or will exist before subcontractors begin performance.



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## SECTION I -- CONTRACT CLAUSES

### I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

Clause	Title	Date
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.204-07	Central Contractor Registration	October 2003
52.233-04	Applicable Law for Breach of Contract Claim	October 2004
52.232-37	Multiple Payment Arrangements	May 1999
52.232-36	Payment by Third Party	May 1999
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	May 1999
52.239-01	Privacy or Security Safeguards	August 1996

### I.2 52.232-29 TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS

FEBRUAR  
Y 2002

(a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions--Commercial Items.

(c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall--

(i) excuse the Contractor from performance of obligations under this contract; or

(ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause--

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- (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (e) Content of Contractor's request for financing payment. The Contractor's request for financing payment shall contain the following:
  - (1) The name and address of the Contractor;
  - (2) The date of the request for financing payment;
  - (3) The contract number and/or other identifier of the contract or order under which the request is made; and
  - (4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.
- (f) Limitation on frequency of financing payments. Contractor financing payments shall be provided no more frequently than monthly. -
- (g) Dates for payment. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.
- (h) Conflict between terms of offeror and clause. In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

I.3 52.243-01 CHANGES--FIXED PRICE (AUG 1987) - ALTERNATE I  
ALT I

APRIL 1984

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
  - (1) Description of services to be performed.
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (3) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

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I.4 52.217-06 OPTION FOR INCREASED QUANTITY

MARCH  
1989

The Government may increase/decrease the number of medical exams volunteers called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of each Option "Start" Date. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

I.5 52.217-07 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED  
LINE ITEM

MARCH  
1989

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

I.6 52.217-08 OPTION TO EXTEND SERVICES

NOVEMBE  
R 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within sixty days of expiration. (End of clause)

I.7 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT

MARCH  
2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five year and six months from date of award.

(End of clause)

I.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

APRIL 1984

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Funds are not presently available for performance under this contract beyond the current fiscal year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

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## SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

### K.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

Clause	Title	Date
TEXT	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	

### K.2 INCORPORATION OF CONTRACTOR'S PROPOSAL

The successful Offeror's proposal may be incorporated, in whole or part, by reference and made part of the resultant contract. Any areas of the contractor's proposal that the Government does not accept will be identified and omitted. In the event of a conflict between the incorporated documents and the terms and conditions will be decided by order of precedence as listed elsewhere within this document.

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## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

Clause	Title	Date
TEXT	DISPOSAL OF UNSUCCESSFUL PROPOSALS	
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999

### L.2 COMMITMENT OF GOVERNMENT TO AWARD A CONTRACT

This solicitation does not commit the Government to award a contract. The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement.

### L.3 EVALUATION FACTORS FOR AWARD

Proposals received in accordance with this RFP will be technically reviewed by an evaluation panel. Technical evaluation will be conducted to determine the relative merits of the offeror's proposals in accordance with weighted evaluation criteria established by the Source Selection Official for award that proposal which offers the greatest value to the Government.

### L.4 PROPOSAL PREPARATION INSTRUCTIONS

#### A. GENERAL INFORMATION

(1) The proposal must consist of the following physically separate volumes:

One original and three (3) copies of Volume I - Technical Proposal Volume

One original and three (3) copies of Volume II - Price Proposal Volume

Please note that price proposals must be submitted as a separate document from technical proposals to allow independent evaluation of the technical and price factors. No price or cost information is to be included in the technical proposal or in any letter of transmittal.

(2) Any exceptions (including deviations and conditional assumptions) taken with respect to this solicitation should be adequately explained. Such exceptions will not, of themselves, automatically cause a proposal to be termed nonresponsive. A large number of exceptions, or one or more significant exceptions not providing any obvious benefit to the Government may, however, result in rejection of such proposal(s) as nonresponsive. Highlight exceptions in the margin of the proposal where they appear in the text.

(3) Information in your proposal must be furnished entirely in compliance with instructions and be complete within itself. No information or material may be incorporated in the proposal by reference.

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The following instructions are provided to assist the Offeror in understanding the information needed to make an objective selection of the contractor for this proposed procurement. Since this information constitutes the major basis for formal judgment, it will be advantageous to the Offeror to present a proposal in a clear, concise manner and in terms understandable to those who may be unfamiliar with the Offeror's detailed intentions and reasoning process. Responses should follow the Statement of Work to the extent practicable.

#### B. Volume I - TECHNICAL PROPOSAL PREPARATION INSTRUCTIONS

- (1) General: Offerors should note that technical proposals which merely offer to conduct a program in accordance with the requirements of the Government's Scope of Work will be considered nonresponsive to this solicitation and will not be considered further.
- (2) Format and Instructions for Preparation of Technical Proposals: To ensure that a proposal is evaluated completely and given the full consideration to which it is entitled, it must be submitted in the format described below:
  - (a) Table of Contents: Should completely outline the proposal so as to serve as a quick guide to its contents, including all charts, tables, attachments, and other exhibits submitted.
  - (b) Executive Summary: The executive summary shall provide an overview of the technical proposal. It shall not exceed three pages. This section shall include a short summary of the offeror's qualifications and unique strengths relevant to the contract.
  - (c) Personnel Qualifications/Technical Resources: The offeror should note that very different types of work, requiring different types of expertise will be needed for task. The contractor must ensure that people responsible for different tasks (whether in-house staff or subcontracted staff) have the necessary background and expertise.
  - (d) Corporate Capability to Carry out Required Work: This section shall describe the offeror's relevant past and current experience in conducting work required under this contract. Brief summaries of such work shall be submitted, including the names, current affiliations, and current telephone numbers of a point of contact. This section shall also describe facilities and equipment available to support work on this contract.

#### C. Volume II - PRICE PROPOSAL PREPARATION INSTRUCTIONS

Offerors are advised that the Government anticipates that a Fixed-Priced contract based on Not-to Exceed estimate quantities will result from this solicitation. Offerors are requested to prepare their proposals accordingly.

PRICE Proposals shall contain the following:

- (1) Executed SF1449 and Section K

Block 12 through 18 of the SF 1449 (Page 1 of this RFP) must be filled in as appropriate and returned with a properly completed Section K. The balance of the solicitation need not be returned. Please note that the business proposals must be submitted as a separate document from the technical proposal to allow independent evaluations of the business and technical factors. **NO COST INFORMATION IS TO BE INCLUDED IN THE TECHNICAL PROPOSAL OR LETTER OF TRANSMITTAL.**

- (2) Experience and Past Performance

Each offeror shall furnish the following information on a minimum of two - no more than five related contracts/agreements.

- (a) Performance history. The offeror shall list agencies or firms for which it has performed tasks similar in nature to the proposed requirement over the past three years including contacts' name and phone numbers.
- (b) In responding to the information requested in paragraphs above, each offeror shall provide, at a minimum, the following data:
  - (i) The agency, firm or organization for which the work was done;

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- (ii) a description of the work or services furnished;
- (iii) the period of performance and dollar value of the effort;
- (iv) the contract type (e.g. fixed price, or cost reimbursable) and the identification number assigned to it; and
- (v) the name and telephone number of the responsible contracting officer and technical contact who can provide reference information on each procurement.

## L.5 ORDER OF PRECEDENCE

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clause; (d) other documents, exhibits, and attachments; and (e) the specifications.

## L.6 TYPE OF CONTRACT

As a result of this solicitation, the Government will award a "Not To Exceed" Fixed-Priced contract. The anticipated period of performance for this contract is, a base period of one-year; with four, one-year options for a total contract period including extensions not to exceed five-years and six-months from date of award as indicated on the SF1449, Block 3. five-years and six-months from date of award as indicated on the SF1449, Block 3.



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## SECTION M -- EVALUATION FACTORS FOR AWARD

### M.1 TECHNICAL EVALUATION FACTORS

The technical proposals shall fully address each of the evaluation criteria; however, there is no intent to limit the contents of proposals, and the inclusion of additional pertinent information is permitted. Proposals shall be evaluated as lowest-price technically acceptable in accordance with the minimum qualifications set forth in the Statement of Work.

The areas listed below are in descending order of importance:

#### 1. Technical (minimum data required)

Among the elements that should be included in the proposal are:  
In general all responses must reflect the following:

##### A. Pertinent Contact Information:

- 1) What campus the offeror's proposal will serve;
- 2) The offeror's DUNS # and TAX ID #
- 3) Name, address, telephone number and contact person of the agency.
- 4) Name, title of the person with signature authority and address if different from the agency address

##### B. Examination Facility:

- 1) Size of the facility, indicating the number of private examination rooms and waiting room space, at the provider's facility.
- 2) Location--physical Address and name of facility)

##### C. Medical Personnel - Statement of Capability:

- 1) The number of medical personnel that will be used to complete the medical examination for PHASE I and PHASE II for the respective campus that the provider is submitting a proposal for services.
- 2) Capability to process applicable members for their respective campus location within the maximum 12-hour day during Phase I and II.
- 3) List the licenses and certifications for all medical personnel and facilities involved in the physical examinations.
- 4) Names and addresses of any third parties proposed as a part of the submission.

##### D. Exam Process - Equipment Identification

- 1) Response to all components of "The Scope of Physical Examinations" section of the Statement of Work.
- 2) Identify the type of equipment to be used for the vision and hearing tests.
- 3) Describe the drug testing process including names of third parties, if necessary.

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- 4) Explain the process to complete the PPD Tuberculosis test, i.e., recommendation as to when and where testing and reading results will occur.
2. **Price**
1. **Past Performance** refers to the submittal of at least three previous or ongoing government contracts with a point of contact for each contract.